No. RDH 47 LML 64, dated 25th April 1964.

CORRIGENDA.

Sub.—Acquisition of lands in S. No. 55/2, etc., of Tarikere, Kasaba village for pipeline, sanctioned *vide* final Notification No, RDH 159 LML 61, dated 23rd March 1962 of the Secretary to Government, Revenue Department, published in the *Mysore Gazette*, dated 7th June 1962, Part III-1 at page 522.

For	*Read*
S. No. 55/2 for the area required being 0-4, assessed at 0-2-0 annas.	The area required being 0-2 guntas assessed at 0-8 nP.

By Order and in the name of the Governor of Mysore,

206-25 sc K. SESHAGIRI RAO, *Under Secy. to Govt., R.D.*

No. RDH 155 LVP 64, dated 20th May 1964.

The preliminary Notification bearing No. RDH 103 LVP 60, dated 30th April 1960, issued under Section 4(1) of the Land Acquisition Act, 1894 (Central Act I of 1894) and published in Part III-1 of the *Mysore Gazette*, dated 14th July 1960 at page 533 in respect of acqisition of land in S. No. 51/5 of Dasuli village, Chikkanayakanahalli Taluk required for N. T. M. School building is hereby cancelled.

By Order and in the name of the Governor of Mysore,

K. SESHAGIRI RAO, *Under Secy. to Govt., R.D.*

411—25 sc

No. RDH 154 LVP 64, dated 20th May 1964.

The preliminary Notification bearing No. RDH 202 LVP 60, dated 27th May 1960. issued under Section 4(1) of the Land Acquisition Act, 1894 and published in Part III-1 of *Mysore Gazette*, dated 7th July 1960 at page 453 in respect of acquisition of lands in several S. Nos. of Gollanagenahalli village, Bellary Taluk required for formation of a Cart track is hereby cancelled.

By Order and in the name of the Governor of Mysore,

K. SESHAGIRI RAO, *Under Secy. to Govt., R.D.*

410—25 sc

Notification Dated 15th June 1964.

No. RD 35 LCI 64. In exercise of the powers conferred by Section 42 of the Land Acquisition Act, 1894 (I of 1894) as amended by the Mysore Act, 17 of 1961, the agreement entered into by the General Manager, Hindustan Machine Tools Limited, Jalahalli Post Office, Bangalore, with the Government of Mysore as annexed hereto is hereby published as required by the said section.

ANNEXURE.

(Agreement.)

An Agreement made this the Twentyninth day of April One thousand nine hundred and sixty-four between Hindustan Machine Tools Limited, a company registered under the Indian Companies Act of 1913 and having its registered office at Jalahalli, Bangalore-13 (hereinafter called "the Company", which expression shall, unless excluded by or repugnant to the context, be deemed to include its successors and assigns) of the onepart, and the Governor or Mysore of the other part.

Whereas the principal objects for which the Company is established are among other things the manufacture and sale of Machine Tools of all description.

And whereas the Company has applied to the Government of Mysore (hereinafter referred to as "The Government") that certain land more particularly described in the Schedule hereto annexed and hereinafter referred to as "The said land", should be acquired under the provisions of the Land Acquisition Act 1894 (I of 1894), (hereinafter referred to as "The said Act" for the following purposes, namely—the construction of Medium Scale Industries and amenity buildings.

And whereas the Government, having caused an inquiry to be made in conformity with the provisions of the said Act, and being satisfied as a result of such inquiry that the acquisition of the said land is needed for the construction of Medium Scale Industries and amenity buidings, has consented to the provision of the said Act, being put in force in order to acquire the said land for the Company and has pursuant to Section 41 of the said Act, required the Company to enter into an agreement hereinafter contained with the Government.

Now, these present witness and it is hereby agreed that Government shall put in force the provisions of the said Act in order to acquire the said land for the Company on the following conditions, namely:—

1. The Company shall pay to the Government the entire cost, as determined by the Government, of the acquisition of the said land, including all compensation, damages, costs, charges and other expenses whatsoever, which have been or may be paid or incurred in respect of or on account of such acquisition or in connection with any litigation arising out of such acquisition either in the original or Appellate Courts, and including the cost on account of any establishment and salary of any officer or officers of the Government whom the Government may think it necessary to employ or depute on special duty for the purpose of such acquisition and also including the percentage charges on the total amount of compensation awarded as prescribed by Government. The monies which shall be payable by the Company under this clause shall be paid by it by the initial deposit with the Deputy Commissioner of Bangalore District (hereinafter called "The Deputy Commissioner"), of the sum of Rs. 2,13,392 66 within seven days after the execution of this agreement and thereafter by payment to the Deputy Commissioner in writing of such further amount or amounts as the Deputy Commissioner shall from time to time estimate to be required for the purpose of paying or disbursing any compensation, damages, costs, charges or expenses herein before referred to.

2. On payment of the entire cost of the acquisition of the said land, as herein above referred to, the whole of the said land shall, as soon as conveniently may be, be transferred to the Company at the cost in every respect of the Company so as to vest in the Company subject to the provisions of the Mysore Land Revenue Code (hereinafter called the "said code"), and the rules made thereunder and subject also the provisions of this agreement as to the terms on which the land shall be held by the Company.

3. The said land when so transferred to and vested in the Company shall be held by the Company as its property to be used only in furtherance of and for purpose for which it is acquired, subject nevertheless to the payment of agricultural, non agricultural or other assessment if and so far as the said land is or may from time to time be liable to such assessment and conversion fine under the provisions of the said Code and the rules made thereunder, and the local fund and other cesses, as the case may be.

4. The Company shall—

(1) not use the said land for any purpose other than that for what it is acquired;

(2) undertake the work of construction of the building or buildings required for the construction of Factory and Amenity buildings within a few years from the date on which possession of the land is handed to the Company and complete the same within five years from the aforesaid date;

(3) at all times, keep and maintain the said land and the building or buildings erected thereon in good order and condition to the satisfaction of the Deputy Commissioner,

(4) maintain all records of the Company properly and supply to the Government punctually such returns and other information as may from time to time be required by the Government;

(5) not use the said land or any building that may be erected upon it for any purpose which in the opinion of Government is objectionable;

(5) The Company shall from time to time and at all times permit the Government or any officer or officers authorised by the Government in that behalf to inspect the said land, any works of the Company upon the said land whether in the course of construction or otherwise and shall furnish to the Government from time to time on demand correct statements of the monies expended by the Company for the construction of the said works of the Company, on its land.

(6) In case the said land is not used for the purposes for which it is acquired as hereinbefore recited or is used for any other purpose or in case the Company commits a breach of any of the conditions thereof, the said land, together with the buildings, if any, erected thereon shall be liable to resumption by the Government subject, however, to the conditions that the amount spent by the Company for the acquisition of the said land or its value as undeveloped land at the time of resumption, whichever is less (but excluding the cost or value of any improvements made by the Company to the said land or any structure standing on the said land) shall be paid as compensation to the Company.

Provided that the said land and the buildings, if any, erected thereon shall not be so resumed unless due notice of the breach complained of has been given to the Company and the Company has failed to make good the breach or to comply with any directions issued by the Government in this behalf, within the time specified in the said notice for compliance therewith.

(7) If at any time or times the whole or part of the said land is required by Government or for the purpose of making any new public road or for any purpose connected with public health, safety, utility or necessity the company on being required by the Government in writing shall transfer to the Government the whole or part of the said land as the Government shall specify to be necessary for any of the aforesaid purposes and in consideration of such transfer the Government shall pay to the Company a sum equal to the amount of the compensation awarded under the said Act and paid by the Company in respect of the land so transferred including the percentage awarded under Section 23 (2) of the said Act, together with such amount as shall be estimated by the Executive Engineer, Bangalore Division, whose decision in the matter shall be final, as the cost of the development of the land so transferred which shall include the value at the date of transfer of any structures standing thereon and when part of a building is on the land so transferred and part is on an adjoining land, reasonable compensation for the injurious affection of the part of the building on the adjoining land.

(8) All the costs and expenses of and incidental to the preparation and execution of these presents shall be paid by the Company.

SCHEDULE

District.—Bangalore, Taluk.—Bangalore North,
Village.—Peenya.

Survey No.—20, Area 30 acres bounded by : East H. M. T. Road and Peenya Plantation.
West.—by Survey No.—121 of Peenya Plantation.
South.—by Survey Nos.—38, 39 and 49 of Peenya Village.
North.—by Emergency landing strip in Peenya Plantation.

In witness whereof General Manager, hath for and on behalf of the Company set his hand and the seal of the Company and the Deputy Commissioner, hath on behalf of the Governor of Mysore, set his hand and affixed the seal hereto the day and year first above written.

Signed, sealed and delivered by..... in the presence of

(Sd.) A. R. Iyer,
General Manager,
(Company Seal)
Hindustan Machine Tools Limited,
Jalahall P. O., Bangalore.

1. (Sd) S. Sri Ramayya,
Deputy Manager,
Civil Engineering Department,
Hindustan Machine Tools Limited,
Jalahalli P. O., Bangalore-13.
2. (Sd) A. Varadharajulu,
Superintendent,
Civil Engineering Department,
Hindustan Machine Tools Limited,
Jalahalli P. O., Bangalore-13.

Signed, sealed and delivered by,
in the presence of

(Sd) H. N. Shankarappa,
I/c. Deputy Commissioner,
Bangalore District (Urban),
29-4-64 (Seal of the).
Office of the Deputy Commissioner,
Bangalore Urban District, Bangalore.

Witnesses.—

1. (Sd) A. Dwipayanachar,
Office Assistant to the
Deputy Commissioner,
Bangalore Urban District,
Bangalore.
2. (Sd) C. Narasimha Murthy,
Office Assistant to the
Deputy Commissioner,
Bangalore Rural District,
Bangalore.

In the presence of :

(Sd) K. Seshagiri Rao,
Under Secretary to Government, Revenue Department.

For and on behalf of and under the directions of the Governor of Mysore.
Sd/B. T. Nayak,
Deputy Secretary to Government, Revenue Department.

By Order and in the name of the Governor of Mysore,

K. SESHAGIRI RAO, *Under Secy. to Govt., R.D.*